

RECEIVED

OCT 31 2011

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

LANCASTER COUNTY
CLERK

IN THE MATTER OF APPROVING A KENO)
SATELLITE LOCATION AT JASPER'S LLC,)
DBA JASPER'S, 13940 "O" STREET, SUITE)
7-8-9, LINCOLN, LANCASTER COUNTY,)
NEBRASKA)

RESOLUTION NO. R-11-0084

WHEREAS, the City of Lincoln and the County of Lancaster, Nebraska, have entered into an Interlocal Agreement for the purpose of providing for a joint City-County keno lottery; and

WHEREAS, on or about July 19, 2011, the City of Lincoln was informed by Big Red Companies that the satellite keno location at 13940 "O" Street, Suite 7-8-9, changed ownership; and

WHEREAS, the above stated satellite location has changed ownership as follows:

Old Name and Ownership:

Jaspers LLC
dba Jasper's
13940 "O" St, Suite 7-8-9
Lincoln, NE 68520

Owners:
Matthew Ganow
Michael Franklin
Anders Nelson

New Name and Ownership:

Jaspers LLC
dba Jasper's
13940 "O" St, Suite 7-8-9
Lincoln, NE 68520

Owners:
Matthew Ganow
Nicholas Ganow
David Ganow

WHEREAS, the City has determined that Jaspers LLC, dba Jasper's, 13940 "O" Street, Suite 7-8-9, Lincoln, Nebraska 68520 meets the keno lottery satellite as required by the Nebraska Department of Revenue County and City Lottery Regulation 35-618 and the City/County Keno Interlocal Agreement; and

WHEREAS, the County has determined that Jaspers LLC, dba Jasper's, 13940 "O"

Street, Suite 7-8-9, Lincoln, Nebraska 68520 meets the keno lottery satellite criteria in effect for Lancaster County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, Nebraska, that a keno satellite site is hereby approved and authorized at Jaspers LLC, dba Jasper's, 13940 "O" Street Suite 7-8-9, Lincoln, Lancaster County, Nebraska.

AND, BE IT FURTHER RESOLVED, that the Lancaster County Clerk is hereby directed to return an executed copy of this Resolution to Jaspers LLC and a copy to Big Red Companies.

DATED this 8 day of November, 2011.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this 8 day of
November, 2011.

Brian Bohrens
for JOE KELLY
Lancaster County Attorney

Jane Korman
Deanna Steen
Deb Short
Larry Hubbard
Bert Smeyers



Finance Department
Steve Hubka, Interim Finance Director
555 South 10th Street
Suite 103
Lincoln, Nebraska 68508

402-441-7411
fax: 402-441-8325



MAYOR CHRIS BEUTLER

lincoln.ne.gov

Date: October 27, 2011

Tonya Peters
Assistant City Attorney
555 S 10th St, Suite 300
Lincoln, NE 68508

Subject: Recommendation for Jasper's Change of Ownership Application

On July 19th 2011, the City of Lincoln was notified by Big Red Companies that the satellite location owned by Jaspers LLC dba Jasper's located at 13940 O St, Suite 7-8-9, changed ownership. This is to notify you that the City of Lincoln Keno Committee recommends approval of this application. The above stated satellite location has changed ownership as follows:

Old Name and Ownership:

Jaspers LLC
dba Jasper's
13940 "O" St, Suite 7-8-9
Lincoln, NE 68520

Owners:
Matthew Ganow
Michael Franklin
Anders Nelson

New Name and Ownership:

Jaspers LLC
dba Jasper's
13940 "O" St, Suite 7-8-9
Lincoln, NE 68520

Owners:
Matthew Ganow
Nicholas Ganow
David Ganow

Jasper's meets all keno lottery satellite criteria as required by the Nebraska Department of Revenue County and City Lottery Regulation 35-618 and the City/County Keno Interlocal Agreement. Also, The Lincoln Police Department completed the necessary background checks and recommends approval.

Please include the enclosed application and above information in the resolution request to Lancaster County Board and provide the date this is scheduled to appear on the county docket.

Sincerely,

Steve Hubka
Finance Director

Enclosures



5930 S. 118th Circle - Suite 3 • Omaha, NE 68137

Phone (402) 339-1200 • Fax (402) 884-5076

July 19, 2011

Mr. Dwight Fuhrer
City of Lincoln -- Finance Department
555 South 10th Street #103
Lincoln, NE 68508

RE: Jasper's

Mr. Fuhrer,

This letter is to inform you that the following satellite location has changed ownership as follows:

Old Name and Ownership:

Jasper's LLC
dba Jasper's
13940 "O" Street, Suite 7-8-9
Lincoln, NE 68520

Owners:
Matthew Ganow
Michael Franklin
Anders Nelson

New Name and Ownership:

Jasper's LLC
dba Jasper's
13940 "O" Street, Suite 7-8-9
Lincoln, NE 68520

Owners:
Matthew Ganow
Nicholas Ganow
David Ganow

I have enclosed:

- 3 copies of the executed contract between the applicant & Big Red Keno
- Original and 2 copies of the City/County application form
- Original & 1 copy of each required individual's Personal History Record form
 - Please note that you have Matthew Ganow's *original* Personal History Record from the previous application that was submitted on 8/12/10. I have provided a *copy*.
 - I am awaiting a spouse waiver from David Ganow's spouse, Theresa. I will mail it to you as soon as I receive it.
- 2 copies of the deed/lease to the premises to be licensed
- Original Form 50G Schedule II

Please place the keno sales outlet location application on the Council's agenda for approval at your earliest convenience. If you have any questions, please feel free to contact me at 402-670-2965.

Thank you for your assistance. I look forward to working with you on this application.

Thank you,

A handwritten signature in black ink, appearing to read "Katrina Coffey".
Katrina Coffey
Vice President of Marketing, Sales & Community Relations

BIG RED KENO**LINCOLN SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between EHPV Lottery Services LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to EHPV Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s) and other equipment that we place at the Premises; (vi) "Supplies" means tickets, bet slips and other items of personal property necessary to play the Game; (vii) "Weekly Handle" means the amount wagered on the Game at the Premises in any week, determined in accordance with the Game Rules; (viii) "Game Rules" means the Big Red Keno Satellite Manual and other rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Lincoln and Lancaster County as their interests may appear.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space shall be as indicated on Attachment A or as mutually agreed and shall in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. **Rent.** We will pay you rent on the following basis (initial one): ~~(a) 5% of Weekly Handle; or~~ **NAT** (b) 5.25% of the first \$10,000 of Weekly Handle, 2.5% of any amount over \$10,000 of Weekly Handle. You may change your rental basis selection once during the term of this Agreement, on 15 days' prior written notice to us. We will pay rent at least twice each month on settlement dates we choose. If we pay rent based on a period shorter or longer than one week, we may prorate or multiply the \$10,000 threshold to fit that period. We may offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed shall not be permitted to have any duties with respect to the Game.

5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and phone lines (or other communications services designated by us); (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable insurance (including, at least, public liability insurance) naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem necessary (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. **Equipment.** All Equipment remains our property, shall not be considered fixtures and shall be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you shall require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You shall redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you shall not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. **Game Funds.** You shall require all wagers on the Game to be paid in cash (valid U.S. currency) at the time they are made. If you cash checks for customers, you shall do so separately and at your own risk and shall not accept checks in our name. All Game Funds are our sole and exclusive property. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, shall be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we are hereby authorized to transfer the balance of that account to our account on a daily basis and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest shall accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. **Term.** This Agreement shall be effective through March 9, 2013 and shall thereafter be automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 shall survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

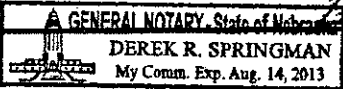
13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees and agents, harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and damages arising out of or related to: (a) your breach of this Agreement; or (b) any third party claim based on your, your staff's, or your customers' acts or omissions; or (c) the conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the sole proximate cause of proven damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing shall not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you will be subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Weekly Handle on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical or unprofitable.

16. Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Weekly Handle (averaged for the period beginning with commencement of the Game at the Premises and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We will not, however, be entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we shall be entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages occasioned thereby, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) shall be interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement shall be unenforceable, the remaining provisions shall remain in effect. No waiver hereunder (whether by course of conduct or otherwise) shall be effective unless in writing and no waiver shall be considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) shall not be deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party shall have the power or authority to bind the other. Notices hereunder shall be given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and shall be deemed given upon receipt.

Satellite Name: <u>Jasper's LLC</u> <u>dbu Jasper's</u> Premises Address: <u>13940 "O" Street-Suite 7-8-9</u> <u>Lincoln, Ne 68520</u> (Premises legal description attached as Attachment A)		I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein By: <u>Matthew A. Ganow</u> Name: <u>Matthew Ganow</u> Title: <u>owner</u>	
State of Nebraska, Co. of <u>Lancaster</u> ss: This instrument was acknowledged before me on <u>6-3-11</u> by <u>Matthew Ganow</u> the <u>owner</u> of <u>Jasper's LLC dbu Jasper's</u> a <u>Nebraska LLC</u> , on behalf of the <u>LLC</u> <small>Name Business Name State and Type of Organization</small>		Accepted: EHPV Lottery Services LLC By: <u>Todd R. [Signature]</u> Officer of EHPV Lottery Services LLC Dated: <u>6-6-11</u>	
 DEREK R. SPRINGMAN My Comm. Exp. Aug. 14, 2013		Notary <u>[Signature]</u> ©1995-2007 EHPV LOTTERY SERVICES LLC. ALL RIGHTS RESERVED. VERSION 2008A	

SUBJECT TO TERMS ON REVERSE

APPLICATION FOR KENO SATELLITE LOCATION

- ☐ CITY OF LINCOLN, NEBRASKA
☒ LANCASTER COUNTY, NEBRASKA

INSTRUCTIONS: This application must be typewritten and filed in triplicate with the City Clerk, City of Lincoln, 555 South 10th Street, Lincoln, Nebraska 68508. This application must include fingerprint cards, criminal histories, and Personal Oaths and Consents to Investigations for all owners/lessees, partners, corporate officers, corporate shareholders owning 10% or more of any class of stock of the applicant, and for any individual employed by the applicant as keno manager.

APPLICANT INFORMATION:

1. Full name: Matthew A. Gannon
(a) Sex: Male ☒ Female ☐ (b) Social Security Number: 505-11-5363
(c) Date of Birth: 8-9-1969 (d) Birthplace: Grand Island, Nebraska
2. Street Address: 870 E. 4th St. Cir.
City Hickman County Lancaster State NE Zip Code 68322
3. Home Phone Number: 402-792-2965
4. Business Telephone Number: 402-483-5204
5. Driver's License Number: 617012742
6. Spouse's Name: Mary/Sharon Gannon
(a) Social Security Number: 335-70-0878
(b) Date of Birth: 9-29-1909 (c) Birthplace: Putnam, Iowa

CO-APPLICANT INFORMATION:

1. Full name: Nicholas Ganow
(a) Sex: Male ☒ Female ☐ (b) Social Security Number: 507-11-5809
(c) Date of Birth: 12/11/1983 (d) Birthplace: Lincoln, NE
2. Street Address: 5621 Briar Rose Ln #24
City Lincoln County Lancaster State NE Zip Code 68516
3. Home Phone Number: 814-571-8069
4. Business Telephone Number: 402-483-5204
5. Driver's License Number: H13522704
6. Spouse's Name: Catherine Ganow
(a) Social Security Number: 223-35-1252
(b) Date of Birth: 05/03/1982 (c) Birthplace: Portsmouth, VA

CO-APPLICANT INFORMATION:

1. Full name: Dave Ganow
(a) Sex: Male ☒ Female ☐ (b) Social Security Number: 508-86-4549
(c) Date of Birth: 9-21-59 (d) Birthplace: Wichita Falls, TX
2. Street Address: 1105 Outer Dr
City State College County Centre State PA Zip Code 16801
3. Home Phone Number: 814-466-2213
4. Business Telephone Number: 402-483-5204
5. Driver's License Number: 24869076
6. Spouse's Name: Theresa Ganow
(a) Social Security Number: 506-62-7073
(b) Date of Birth: 6-16-60 (c) Birthplace: Lincoln, NE

HAS THE APPLICANT OR CO-APPLICANT(S) EVER:

- | | YES | NO |
|---|-------|--------|
| 7. Violated the provisions, requirements, conditions, limitations, or duties imposed by the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, the Nebraska Pickle Card Lottery Act, the Nebraska Small Lottery and Raffle Act, the State Lottery Act, or any rules or regulations adopted and promulgated pursuant to such Acts? | _____ | _____X |
| 8. Knowingly caused, aided, abetted or conspired with another to cause any person to violate any of the provisions of such Acts or any rules or regulations adopted and promulgated pursuant to such Acts? | _____ | _____X |
| 9. Obtained a license or permit pursuant to such Acts by fraud, misrepresentation or concealment? | _____ | _____X |
| 10. Been convicted of, forfeited bond upon a charge of, or pleaded guilty to forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payments or reports to a governmental agency at any level, filing false reports with any such agency, to any similar offense or offenses of any crime, whether a felony or misdemeanor, involving any gambling activity or moral turpitude? | _____ | _____X |
| 11. Failed to pay any taxes in addition to taxes, including penalties and interest, required by the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska Pickle Card Lottery Act, or any other taxes imposed pursuant to the Nebraska Revenue Act of 1967? | _____ | _____X |
| 12. Failed to pay an administrative fine imposed pursuant to the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska Pickle Card Lottery Act, or any other taxes imposed pursuant to the Nebraska Revenue Act of 1967? | _____ | _____X |

If the answer to any of the above questions is YES, please explain below.

PREMISES INFORMATION:

13. Trade Name: JASPER'S BAR AND GRILL
14. Street Address of Proposed Premises: 13940 70th ST
15. City: Lincoln County: Lancaster State: NE Zip Code: 68520
16. Are the proposed premises inside the corporate limits of the City? YES _____ NO X
17. Do you own the building and real estate for which approval as a satellite location is requested? YES _____ NO X

If owned, submit a copy of deed or sales contract demonstrating ownership.

18. If you lease the building or real estate, when does the lease expire? 06 04 2012
Month Day Year

If leased, submit a copy of the lease.

19. DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE USED AS KENO SATELLITE:

In the space provided, describe and diagram the structure to be used as a keno satellite location. If only a portion of the building is to be used, you should still include dimensions (length x width) of the entire building. No blue prints will be accepted. Be sure to indicate North and the number of stories in building.

EXAMPLE: 1810 West 10th St. -- East portion approx. 50' x 100' of main floor of 3 story building plus basement approx. 30' x 50' at east end.

ON FILE

20. LEGAL DESCRIPTION OF PROPOSED KENO SATELLITE PREMISES:

ON FILE

PREMISES COMPLIANCE WITH APPLICABLE CRITERIA:

21. Is the premises proposed to be used as a keno satellite location currently licensed to sell liquor on the premises?

YES ☒ NO ☐

(a) If so, state the class of license held by the applicant. C

22. Does the proposed premises have sufficient capacity to accommodate persons who may wish to come to the location to observe or play keno, or to engage in all other activities conducted on the premises?

YES ☒ NO ☐

(a) State the rated capacity of the premises. 280

23. Do the proposed premises have sufficient facilities to permit the sale of keno tickets?

YES ☒ NO ☐

24. Will the proposed premises be able to provide a board or other monitor, clearly visible to the players, on which the winning numbers are displayed, to the extent possible, simultaneously with their display at the main location serving the satellite location? YES ☒ NO ☐

(Show location of board on diagram in question 19 of this application).

25. State the type of security that the applicant intends to provide for the keno lottery operations and associated activities. BURGLAR ALARM & VIDEO, FLOOR SAFE.

26. Are the premises in compliance with all applicable state and local building codes and, in particular, the Uniform Fire Code, the State Life Safety Code, and the Americans With Disabilities Act of 1990?

YES ☒ NO ☐

27. Are the premises free from tax delinquencies, tax liens (except real estate taxes liens for taxes not yet due and payable), or other tax compliance deficiencies, whether federal, state, or local, against both the business property or the business? YES ☒ NO ☐

28. In what zoning district is the proposed satellite location located? I

(a) Does this zoning district authorize restaurant uses as a permitted use? YES ☒ NO ☐

29. Will the applicant provide parking in the ratio of one space for every two seats, plus parking for affiliated uses and employees? YES ☒ NO ☐

Please note that all required parking must be provided on the premises or within 300 feet thereof. Handicap parking, which need not be in addition to the otherwise required parking, shall be provided and designated as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 2101 et seq.) and applicable state and local laws. (Show parking on diagram in question 19 of this application).

30. The operation of a keno satellite location must not create any undue impact on the surrounding neighborhood due to noise, congestion, or other circumstances. Describe the nature of the neighborhood immediately surrounding the proposed satellite location. Public & Business

31. Does the applicant or a co-applicant intend to manage the keno satellite location? YES ☒ NO ☐

If not, state the name of the proposed manager and provide two sets of fingerprints and a criminal history similar to questions 7 through 12 above for such manager.

ALL APPLICANTS RECOGNIZE THAT APPROVAL OF KENO SATELLITE LOCATIONS IS WITHIN THE DISCRETION OF THE CITY COUNCIL (INSIDE CORPORATE LIMITS) OR THE COUNTY BOARD (IN LANCASTER COUNTY, BUT OUTSIDE CORPORATE LIMITS OF LINCOLN) AND THAT ALL INFORMATION INCLUDED WITHIN THIS APPLICATION AND ALL INFORMATION RECEIVED FROM A CRIMINAL HISTORY CHECK BY THE LINCOLN POLICE DEPARTMENT SHALL BECOME PUBLIC. No Application shall be approved except through an approving resolution of the City Council or County Board, as appropriate. Any satellite location must offer keno play within six months of City Council or County Board approval, unless such time limit is specifically extended by action of the City Council or County Board; otherwise, any rights or privileges granted by approval of this application shall ipso facto terminate.

PERSONAL OATH AND CONSENT TO INVESTIGATION

Must be signed in the presence of a notary public. Must be signed by the applicant and, if appropriate, the proposed manager. Full names only, initials not acceptable.

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster).

The undersigned, being first duly sworn upon oath, depose(s) and state(s) that the undersigned is/are the applicant(s) and/or spouse(s) of applicant(s) who make(s) the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true.

The undersigned applicant(s) hereby consent(s) to an investigation of his/their background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the City of Lincoln, Nebraska, the County of Lancaster, and any other individual disclosing or releasing said information to said entities.

Matthew Ganow

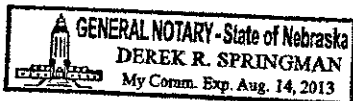
Nicholas Ganow

Dave Ganow

Matthew A. Ganow
Todd Snodgrass
David C. Ganow

Subscribed in my presence and sworn to before me this 27 day of May, 2011

(Seal)



[Signature]
Notary Public Signature and Seal

CITY OF LINCOLN
Personal History Record
for Keno Sales Outlet Operators and Main Site Managers

Date 7-28-10

Type or handprint an answer to every question. If a question does not apply to you, indicate N/A. If there is not sufficient space, use a separate sheet of paper labeled with the appropriate title of the section. Do not misstate or omit any material fact(s) as each statement made herein is subject to verification.

1 PERSONAL INFORMATION:

Last Name <u>Ganow</u>		First Name <u>Matthew</u>		Middle Name <u>Allen</u>	
Alias(es), Nicknames, Maiden Name, Other Name Changes, Legal or Otherwise <u>ma tt</u>					
Present Residence Address—Street or RFD <u>820 East 4th St Cir</u>		City—Post Office <u>Hickman</u>		State/Zip Code <u>NE 68372</u>	
Present Business Address <u>13940 O Street</u>		City—Post Office <u>Lincoln</u>		State/Zip Code <u>NE 68154</u>	
Occupation <u>Manager Owner</u>		Phone: Residence (402) <u>792-2965</u>		Work (402) <u>983-5204</u>	
Age <u>40</u>	Social Security Number <u>50511 5363</u>	Sex <u>male</u>	Date of Birth <u>8-9-69</u>	Place of Birth (City, County, State) <u>Grand Island NE Hall County</u>	
Color of Eyes <u>Brn</u>	Color of Hair <u>Blk</u>	Complexion <u>White</u>	Weight <u>245</u>	Build <u>Big</u>	Height <u>6'0"</u>
Scars, tattoos or distinguishing marks and/or characteristics					

Are you a citizen of the United States? ☒ YES ☐ NO If alien, registration no. _____
If naturalized, certificate no. _____ Date _____ Place _____

2 MARITAL INFORMATION:

<input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed					
Current Marriage (Date) <u>8-4-1990</u>		(City) <u>York</u>	(County) <u>York</u>	(State) <u>NE</u>	
Spouse's Full Name (Maiden) <u>Mary Shannon Ganow</u>		Social Security Number <u>3351701087</u>	Date of Birth <u>9-29-69</u>	Place of Birth (City, County, State) <u>Fort Madison IEE, IA</u>	
Spouse's Residence Address (Street) <u>820 East 4th St Cir</u>		(City) <u>Hickman</u>	(State) <u>NE</u>	(Zip Code) <u>68372</u>	
Spouse's Employer <u>In home Daycare</u>		Occupation <u>Daycare Provider</u>	Telephone Residence (402) <u>792-2965</u> Business (402) <u>792-2965</u>		
Address of Employer (Street) <u>820 East 4th St Cir</u>		(City) <u>Hickman</u>	(State) <u>NE</u>	(Zip Code) <u>68372</u>	

PREVIOUS MARRIAGES (If ever legally separated, divorced, or annulled, indicate below)

Current Name of Previous Spouse	City, County, and State of Order or Decree

LIST THE NAME AND CURRENT ADDRESS OF YOUR MOST RECENT PREVIOUS SPOUSE

Current Name of Previous Spouse	Street, City, State, Zip Code	Telephone

3 FAMILY INFORMATION:

a. Children & Dependents: List all children, including step-children and adopted children and give the following information

Full Name	Age	Street, City, State, Zip Code
<u>Lauren Ganow</u>	<u>19</u>	<u>820 East 4th St Cir Hickman NE 68372</u>
<u>Meredith Ganow</u>	<u>17</u>	<u>820 East 4th St Cir Hickman NE 68372</u>
<u>Alexandra Ganow</u>	<u>16</u>	<u>820 East 4th St Cir Hickman NE 68372</u>
<u>Marykate Ganow</u>	<u>14</u>	<u>820 East 4th St Cir Hickman NE 68372</u>

b. Parents: List names, residence address, and most recent occupation of parents, or legal guardians. If retired or deceased, list last address and occupation.

Full Name (Maiden)	Address	Occupation
Father <u>Clyde Ganow</u>	<u>3801 W Hwy 781 Grand Island NE</u>	<u>School Janitor</u>
Mother <u>Elizabeth Ganow</u>	<u>3801 W Hwy 781 Grand Island NE 68372</u>	<u>Housewife</u>

c. Brothers and Sisters: List names, residence addresses, and most recent occupations of brothers and sisters.

Full Name (Maiden)	Address	Occupation
<u>Chris Ganow</u>	<u>111 N. 15th St. Omaha NE 68108</u>	<u>Computer Programmer</u>
<u>Mike Ganow</u>	<u>11011 W. Wausley Rd. Matamoras NE 68402</u>	<u>Road Construction</u>
<u>Dave Ganow</u>	<u>1105 W. 20th St. Omaha NE 68104</u>	<u>Electrical Engineer</u>
<u>Deb Ganow</u>	<u>9300 Danvers Dr. Omaha NE 68114</u>	<u>Occupational Therapist</u>
<u>Kathy Ganow</u>	<u>4200 W. 20th St. Omaha NE 68104</u>	<u>LaSalle</u>
<u>Joyle Ganow</u>	<u>3401 East 10th Rd. Omaha NE 68104</u>	<u>LaSalle</u>

4 MILITARY INFORMATION:

Have you ever served in any armed forces? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Branch <u>Navy</u>	Date of Entry (Active Service) <u>July 22, 1997</u>	Date of Separation <u>July 22, 1993</u>	Type of Discharge <u>honorable</u>
Reason for Separation <u>Retired</u>	Serial Number <u> </u>	While in the military service were you ever arrested for an offense which resulted in summary action, a trial, or special or general court martial? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, furnish details on separate sheet.		

5 ARREST, DETENTIONS, AND LITIGATIONS: (Include those arrests in which you were not convicted.)

- a. Have you ever been arrested, detained, charged, indicted, or summoned to answer for any criminal offense or violation for any reason whatsoever, regardless of the disposition of the event? (Except MINOR traffic citations) ☐ YES ☒ NO
If Yes, give details in space provided below. List all cases without exception.

Date of Arrest	Age	Charge	Location—City and State	Disposition	Arresting Agency

- b. Has a criminal indictment, information, or complaint ever been returned against you, but for which you were not arrested or in which you were named as an unindicted co-party? ☐ YES ☒ NO If Yes, furnish details on separate sheet.
- c. Have you ever been subpoenaed to appear or testify before a federal, state, or county grand jury, board or commission? ☐ YES ☒ NO
- d. Have you ever had a civil or criminal record expunged or sealed by a court order? ☐ YES ☒ NO
If Yes, when? _____ City, County, State _____
- e. Have you ever received a pardon for any criminal offense? ☐ YES ☒ NO
If Yes, when? _____ City, County, State _____
- If your answer to any of the above questions (a through e) is Yes, furnish details on separate sheet.
- f. Has any member of your immediate family or of your spouse's immediate family ever been convicted of a felony? ☐ YES ☒ NO
If Yes, complete the following:

Full Name	Relationship	Charge	Location—City and State	Date

- g. Have you as an individual, member of a partnership, or owner, director, or officer of a corporation, ever been a party to a lawsuit as either a plaintiff or defendant? (Other than divorces) ☐ YES ☒ NO
If Yes, give details below. List all cases without exception, including bankruptcies:

Plaintiff/Defendant	Court and Case Number	City, County, and State	Disposition

6 RESIDENCES: List all residences you have had for the last 10 years:

Month and Year (From-To)	Street and Number	City	State or County
OCT 20, 1993 - still reside	870 East 4th St Hickman NE 68372	Hickman	NE Lancaster

7 EMPLOYMENT:

Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the last 10 years. Also, list all corporations, partnerships, or any other business ventures with which you have been associated as an officer, director, stockholder, or related capacity.

Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving
APR 1996 to MAY 2010	VALS LIMITED 2401 S. 70th Lincoln, NE 68506	RETIRED IN PAY
	Description of Duties	Name of Supervisor
	MANAGERIAL	Tom Anderson
Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving
	Description of Duties	Name of Supervisor
Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving
	Description of Duties	Name of Supervisor

- 8 Do you currently hold or have you previously held any other licenses under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? ☐ YES ☒ NO
If Yes, indicate the type of licenses and their current status (active, suspended, cancelled, revoked, or expired) _____
- 9 Do you have a financial interest, directly or indirectly, in another company licensed as a manufacturer or distributor of bingo equipment and supplies or pickle card units and punchboards in Nebraska or another company licensed as a manufacturer-distributor of lottery equipment and supplies? ☐ YES ☒ NO
If Yes, attached a detailed explanation of such interests. _____
- 10 Have you ever held a gaming or liquor license in any other state? ☐ YES ☒ NO
If Yes, indicate where, the type of licenses and their current status (active, suspended, cancelled, revoked, expired) _____
- 11 Have you ever been refused a gaming license or been involved with a group which has been denied a gaming license? ☐ YES ☒ NO
If Yes, state the circumstances involved including where, when and for what reason: _____

Under penalties of perjury, I declare that I have examined the information contained in this Personal History Record and the statements contained herein are true and correct and contain a full and true account of the information requested. I executed this statement with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial of my application or revocation of any authorization based hereon.

I hereby expressly waive, release, and forever discharge the City of Lincoln/Lancaster County, Nebraska and their agents from any and all manner of action and causes of action whatsoever which I, my administrator or executors can, shall, or may have against their agents, as a result of this application.

sign
here

Signature of Applicant or Person Authorized by Attached Power of Attorney

Date

7-28-2010

CITY OF LINCOLN
Personal History Record
for Keno Sales-Outlet Operators and Main Site Managers

Date 6-12-11

Type or handprint an answer to every question. If a question does not apply to you, indicate N/A. If there is not sufficient space, use a separate sheet of paper labeled with the appropriate title of the section. Do not misstate or omit any material fact(s) as each statement made herein is subject to verification.

1 PERSONAL INFORMATION:

Last Name <u>Ganow</u>		First Name <u>Nicholas</u>		Middle Name <u>Ryan</u>	
Alias(es), Nicknames, Maiden Name, Other Name Changes, Legal or Otherwise					
Present Residence Address—Street or RFD <u>5621 Briar Rose Ln #24</u>		Since (Date) <u>1/1/11</u>		City—Post Office <u>Lincoln</u>	
Present Business Address <u>13940 Ost</u>		Since (Date) <u>1/1/11</u>		City—Post Office <u>Lincoln</u>	
Occupation		Phone: Residence (814) <u>571-8069</u>		Work () <u>Same</u>	
Age <u>27</u>	Social Security Number <u>507111 15809</u>	Sex <u>M</u>	Date of Birth <u>12/11/1985</u>	Place of Birth (City, County, State) <u>Lincoln Lancaster NE</u>	
Color of Eyes <u>Brown</u>	Color of Hair <u>Brown</u>	Complexion	Weight <u>180lb</u>	Build	Height <u>6'5"</u>
Scars, tattoos or distinguishing marks and/or characteristics <u>None</u>					

Are you a citizen of the United States? ☒ YES ☐ NO If alien, registration no. _____
If naturalized, certificate no. _____ Date _____ Place _____

2 MARITAL INFORMATION:

<input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed					
Current Marriage (Date) <u>07-25-08</u>		(City) <u>Lock Haven</u>		(County) <u>Clinton</u>	
Spouse's Full Name (Maiden) <u>Catherine Margaret Clendeniel</u>		Social Security Number <u>223 135 1232</u>		Date of Birth <u>05-03-1982</u>	
Spouse's Residence Address (Street) <u>5621 Briar Rose Ln #24</u>		(City) <u>Lincoln</u>		(State) <u>NE</u>	
Spouse's Employer <u>LPS</u>		Occupation <u>Para</u>		Telephone Residence (610) <u>291-4409</u>	
Address of Employer (Street) <u>5901 Ost</u>		(City) <u>Lincoln</u>		(State) <u>NE</u>	

PREVIOUS MARRIAGES (If ever legally separated, divorced, or annulled, indicate below)

Current Name of Previous Spouse	City, County, and State of Order or Decree
<u>None</u>	

LIST THE NAME AND CURRENT ADDRESS OF YOUR MOST RECENT PREVIOUS SPOUSE

Current Name of Previous Spouse	Street, City, State, Zip Code	Telephone

3 FAMILY INFORMATION:

a. Children & Dependents: List all children, including step-children and adopted children and give the following information

Full Name	Age	Street, City, State, Zip Code
<u>None</u>		

b. Parents: List names, residence address, and most recent occupation of parents, or legal guardians. If retired or deceased, list last address and occupation.

Full Name (Maiden)	Address	Occupation
Father <u>David Ganow</u>	<u>1105 Outer Dr State College, PA 16801</u>	<u>Electrical Engineer</u>
Mother <u>Theresa Ganow</u>	<u>Same</u>	<u>Kitchen Manager</u>

c. Brothers and Sisters: List names, residence addresses, and most recent occupations of brothers and sisters.

Full Name (Maiden)	Address	Occupation
<u>Kyle Ganow</u>	<u>1105 Outer Dr State College PA 16801</u>	<u>Student</u>
<u>Shawn Ganow</u>	<u>1105 Outer Dr State College PA 16801</u>	<u>Student</u>

4 MILITARY INFORMATION:

Have you ever served in any armed forces? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Branch	Date of Entry (Active Service)	Date of Separation	Type of Discharge
Rating at Separation	Serial Number	While in the military service were you ever arrested for an offense which resulted in summary action, a trial, or special or general court martial? If, Yes, furnish details on separate sheet. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

5 ARREST, DETENTIONS, AND LITIGATIONS: (Include those arrests in which you were not convicted.)

- a. Have you ever been arrested, detained, charged, indicted, or summoned to answer for any criminal offense or violation for any reason whatsoever, regardless of the disposition of the event? (Except MINOR traffic citations) ☐ YES ☒ NO
If Yes, give details in space provided below. List all cases without exception.

Date of Arrest	Age	Charge	Location—City and State	Disposition	Arresting Agency

- b. Has a criminal indictment, information, or complaint ever been returned against you, but for which you were not arrested or in which you were named as an unindicted co-party? ☐ YES ☒ NO If Yes, furnish details on separate sheet.
c. Have you ever been subpoenaed to appear or testify before a federal, state, or county grand jury, board or commission?
☐ YES ☒ NO
d. Have you ever had a civil or criminal record expunged or sealed by a court order? ☐ YES ☒ NO
If Yes, when? _____ City, County, State _____
e. Have you ever received a pardon for any criminal offense? ☐ YES ☒ NO
If Yes, when? _____ City, County, State _____
If your answer to any of the above questions (a through e) is Yes, furnish details on separate sheet.
f. Has any member of your immediate family or of your spouse's immediate family ever been convicted of a felony?
☐ YES ☒ NO
If Yes, complete the following:

Full Name	Relationship	Charge	Location — City and State	Date

- g. Have you as an individual, member of a partnership, or owner, director, or officer of a corporation, ever been a party to a lawsuit as either a plaintiff or defendant? (Other than divorces) ☐ YES ☒ NO
If Yes, give details below. List all cases without exception, including bankruptcies:

Plaintiff/Defendant	Court and Case Number	City, County, and State	Disposition

6 RESIDENCES: List all residences you have had for the last 10 years:

Month and Year (From-To)	Street and Number	City	State or County
01/95 - 06/07	1105 Outer Dr. State College	State College	PA
10/07 - 10/10	2038 Main St	Millheim	PA
01/11 - Present	5621 Briar Pkwy Ln # 24	Lincoln	NE

7 EMPLOYMENT:

Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the last 10 years. Also, list all corporations, partnerships, or any other business ventures with which you have been associated as an officer, director, stockholder, or related capacity.

Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving
10/10 - Present	Clean Air of Lincoln / 6000 Church Rd Ln Lincoln, NE	Still employed
	Description of Duties	Name of Supervisor
	Clean Carpet	Jeff Carlskus
Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving
7/06 - 12/08	US Account / 13588 Power Valley Rd Spring Mills, PA	PA Licensed Everythg Direct
	Description of Duties	Name of Supervisor
	GL / Payroll / Taxer	Randy Johnson
Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving
8/02 - 5/06	Lock Haven University of PA	Graduation
	Description of Duties	Name of Supervisor
	Student	

- 8 Do you currently hold or have you previously held any other licenses under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? ☐ YES ☒ NO
If Yes, indicate the type of licenses and their current status (active, suspended, cancelled, revoked, or expired): _____

- 9 Do you have a financial interest, directly or indirectly, in another company licensed as a manufacturer or distributor of bingo equipment and supplies or pickle card units and punchboards in Nebraska or another company licensed as a manufacturer-distributor of lottery equipment and supplies? ☐ YES ☒ NO
If Yes, attached a detailed explanation of such interests.

- 10 Have you ever held a gaming or liquor license in any other state? ☐ YES ☒ NO
If Yes, indicate where, the type of licenses and their current status (active, suspended, cancelled, revoked, expired): _____

- 11 Have you ever been refused a gaming license or been involved with a group which has been denied a gaming license?

☐ YES ☒ NO

If Yes, state the circumstances involved including where, when and for what reason: _____

Under penalties of perjury, I declare that I have examined the information contained in this Personal History Record and the statements contained herein are true and correct and contain a full and true account of the information requested. I executed this statement with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial of my application or revocation of any authorization based hereon.

I hereby expressly waive, release, and forever discharge the City of Lincoln/Lancaster County, Nebraska and their agents from any and all manner of action and causes of action whatsoever which I, my administrator or executors can, shall, or may have against their agents, as a result of this application.

sign
here


Signature of Applicant or Person Authorized by Attached Power of Attorney

6-12-11
Date

CITY OF LINCOLN
Personal History Record
for Keno Sales Outlet Operators and Main Site Managers

Date 7-18-11

Type or handprint an answer to every question. If a question does not apply to you, indicate N/A. If there is not sufficient space, use a separate sheet of paper labeled with the appropriate title of the section. Do not misstate or omit any material fact(s) as each statement made herein is subject to verification.

1 PERSONAL INFORMATION:

Last Name <u>Ganow</u>		First Name <u>Dave</u>		Middle Name	
Alias(es), Nicknames, Maiden Name, Other Name Changes, Legal or Otherwise					
Present Residence Address—Street or RFD <u>1105 Outer Dr.</u>			Since (Date) <u>2/1995</u>	City—Post Office <u>State College</u>	State/Zip Code <u>PA 16801</u>
Present Business Address <u>176 Technology Dr #300</u>			Since (Date)	City—Post Office <u>Boalsburg</u>	State/Zip Code <u>PA</u>
Occupation <u>Electrical Engineer</u>			Phone: <u>Residence (814) 466-2213</u>	Work (814) 466-6279	
Age <u>51</u>	Social Security Number <u>50818614549</u>	Sex <u>M</u>	Date of Birth <u>9-21-59</u>	Place of Birth (City, County, State) <u>Wichita Falls TX</u>	
Color of Eyes <u>Brown</u>	Color of Hair <u>Black/Brown</u>	Complexion	Weight	Build	Height
Scars, tattoos or distinguishing marks and/or characteristics					

Are you a citizen of the United States? ☒ YES ☐ NO If alien, registration no.

If naturalized, certificate no. Date Place

2 MARITAL INFORMATION:

<input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed				
Current Marriage (Date) <u>11/08/1990</u>		(City) <u>Lincoln</u>	(County) <u>Lancaster</u>	(State) <u>NE</u>
Spouse's Full Name (Maiden) <u>Theresa Moore Makovicka</u>		Social Security Number <u>50616217673</u>	Date of Birth <u>6/16/60</u>	Place of Birth (City, County, State) <u>Lincoln, NE - Lancaster</u>
Spouse's Residence Address (Street) <u>1105 Outer Dr</u>		(City) <u>State College</u>	(State) <u>PA</u>	(Zip Code) <u>16801</u>
Spouse's Employer <u>State College Area School District</u>		Occupation <u>Karen Mengon</u>	Telephone <u>Residence (814) 466-2213</u>	Business ()
Address of Employer (Street) <u>131 W. Nittany Ave</u>		(City) <u>State College</u>	(State) <u>PA</u>	(Zip Code) <u>16801</u>

PREVIOUS MARRIAGES (If ever legally separated, divorced, or annulled, indicate below)	
Current Name of Previous Spouse	City, County, and State of Order or Decree

LIST THE NAME AND CURRENT ADDRESS OF YOUR MOST RECENT PREVIOUS SPOUSE		
Current Name of Previous Spouse	Street, City, State, Zip Code	Telephone

3 FAMILY INFORMATION:

a. Children & Dependents: List all children, including step-children and adopted children and give the following information

Full Name	Age	Street, City, State, Zip Code
<u>Nicholas Ganow</u>	<u>27</u>	<u>5621 Brown Rosa Ln #24 Lincoln NE 68514</u>
<u>Kyle Ganow</u>	<u>23</u>	<u>1105 Outer Dr State College NE 16801</u>
<u>Shawn Ganow</u>	<u>20</u>	<u>1105 Outer Dr State College NE 16801</u>

b. Parents: List names, residence address, and most recent occupation of parents, or legal guardians. If retired or deceased, list last address and occupation.

Full Name (Maiden)	Address	Occupation
Father <u>Clyde Ganow</u>	<u>2628 Breppen Ln</u>	<u>Janitor</u>
Mother <u>Elizabeth Ganow</u>	<u>Grand Island NE 68803</u>	<u>Retired - Home maker</u>

c. Brothers and Sisters: List names, residence addresses, and most recent occupations of brothers and sisters.

Full Name (Maiden)	Address	Occupation
<u>Christopher Ganow</u>	<u>11146 157th St Omaha NE 68148</u>	<u>Computer programmer</u>
<u>Joyce Ganow</u>	<u>2407 E. 6th Rd Henderson NE 68371</u>	<u>Care giver</u>
<u>Katherine Ganow</u>	<u>100 Labaree Ct #4 Grand Island NE 68803</u>	<u>Janitor</u>
<u>Michael Ganow</u>	<u>11611 W. Waverly Rd Matamoras NE 68046</u>	<u>Railroad Engineer</u>
<u>Debra Ganow</u>	<u>9320 Devonshire Dr Huntersville NE 68078</u>	<u>Home maker</u>
<u>Matthew Ganow</u>	<u>820 E 4th St Council Bluffs NE 68372</u>	<u>Business owner</u>

4 MILITARY INFORMATION:

Have you ever served in any armed forces? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Branch	Date of Entry (Active Service)	Date of Separation	Type of Discharge
Rating at Separation	Serial Number	While in the military service were you ever arrested for an offense which resulted in summary action, a trial, or special or general court martial? If, Yes, furnish details on separate sheet. <input type="checkbox"/> YES <input type="checkbox"/> NO		

5 **ARREST, DETENTIONS, AND LITIGATIONS:** (Include those arrests in which you were not convicted.)

- ARREST, DETENTIONS, AND LITIGATIONS:** (include those arrests in which you were arrested for a criminal offense or violation)
- a. Have you ever been arrested, detained, charged, indicted, or summoned to answer for any criminal offense or violation for any reason whatsoever, regardless of the disposition of the event? (Except MINOR traffic citations) ☐ YES ☒ NO
- If Yes, give details in space provided below. List all cases without exception.
- | | Location—City and State | Disposition | Arresting Agency |
|--|-------------------------|-------------|------------------|
| | | | |

[illegible]

- b. Has a criminal indictment, information, or complaint ever been returned against you, but for which you were not arrested or in which you were named as an undicted co-party? ☐ YES ☒ NO If Yes, furnish details on separate sheet.
- c. Have you ever been subpoenaed to appear or testify before a federal, state, or county grand jury, board or commission? ☐ YES ☒ NO
- d. Have you ever had a civil or criminal record expunged or sealed by a court order? ☐ YES ☒ NO
If Yes, when? _____ City, County, State
- e. Have you ever received a pardon for any criminal offense? ☐ YES ☒ NO
If Yes, when? _____ City, County, State
- If your answer to any of the above questions (a through e) is Yes, furnish details on separate sheet.
- f. Has any member of your immediate family or of your spouse's immediate family ever been convicted of a felony? ☐ YES ☒ NO

Full Name	Relationship	Charge	Location — City and State	Date

- g. Have you as an individual, member of a partnership, or owner, director, or officer of a corporation, ever been a party to a lawsuit as either a plaintiff or defendant? (Other than divorces) ☐ YES ☒ NO
- If Yes, give details below. List all cases without exception, including bankruptcies:
- | Court Case Number | City, County, and State | Disposition |
|-------------------|-------------------------|-------------|
|-------------------|-------------------------|-------------|

If Yes, give details below. List all cases without exception, including bankruptcies:			
Plaintiff/Defendant	Court and Case Number	City, County, and State	Disposition

6 RESIDENCES: List all residences you have had for the last 10 years:

6 RESIDENCES: List all residences you have had for the last 10 years:			
Month and Year (From-To)	Street and Number	City	State or County
02/95 - Present	1105 Cedar Dr.	East State College	PA

7 EMPLOYMENT:

EMPLOYMENT: Beginning with your current employment, list your work history, all businesses with which you have been involved, and/or all periods of unemployment for the last 10 years. Also, list all corporations, partnerships, or any other business ventures with which you have been associated as an officer, director, stockholder, or related capacity.

with which you have been associated as an officer, director, stockholder, or related capacity.			
Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving	
1999 - current	Oak Technologies Suite 300 5001 Sawing, PA	No longer operating	
Title	Description of Duties	Name of Supervisor	
Principal Engineer	Design Engineer	Phil Griffith	
Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving	
Title	Description of Duties	Name of Supervisor	
Month and Year (From-To)	Name/Mailing Address of Employer/Business	Reason for Leaving	
Title	Description of Duties	Name of Supervisor	

- 8 Do you currently hold or have you previously held any other licenses under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? ☐ YES ☒ NO
If Yes, indicate the type of licenses and their current status (active, suspended, cancelled, revoked, or expired): _____

- 9 Do you have a financial interest, directly or indirectly, in another company licensed as a manufacturer or distributor of bingo equipment and supplies or pickle card units and punchboards in Nebraska or another company licensed as a manufacturer-distributor of lottery equipment and supplies? ☐ YES ☒ NO

- 10 Have you ever held a gaming or liquor license in any other state? ☐ YES ☒ NO
If Yes, indicate where, the type of licenses and their current status (active, suspended, cancelled, revoked, expired)

- 11 Have you ever been refused a gaming license or been involved with a group which has been denied a gaming license?


☐ YES ☒ NO

If Yes, state the circumstances involved including where, when and for what reason:

Under penalties of perjury, I declare that I have examined the information contained in this Personal History Record and the statements contained herein are true, correct and contain a full and true account of the information requested; I executed this statement with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial of my application or revocation of any authorization based hereon.

I hereby expressly waive, release, and forever discharge the City of Lincoln/Lancaster County, Nebraska and their agents from any and all manner of action and causes of action whatsoever which I, my administrator or executors can, shall, or may have against their agents, as a result of this application.

sign
here


Signature of Applicant or Person Authorized by Attached Power of Attorney

5/28/11
Date



Affidavit by Spouse for Waiver of Fingerprinting and/or Personal History Record for Charitable Gaming License Application

Date 7-28-10

SECTION I — Applicant's Information

Last Name Ganow First Name Matthew Middle Name Allen Social Security Number 50511115363

SECTION II — Charitable Gaming License Information

Business Name Jaspei's LLC dba Jaspei's Nebraska I.D. or Social Security Number 001-010752285

Type of Application:

- ☐ Bingo/Pickle Card Distributor
☐ Bingo/Pickle Card Manufacturer

- ☒ County/City Lottery Operator or Sales Outlet Location
☐ County/City Lottery Manufacturer-Distributor

SECTION III — Spouse's Information

Last Name Ganow First Name Matthew Middle Name Allen Social Security Number 335-70-0878
Alias(es), Nickname(s), Maiden Name, Other Name Changes, Legal or Otherwise MARY SHANNON 8-9-69

Present Residence Address, Street or RFD 820 East 4th St. Cir City, Post Office Hickman State NE Zip Code 68372

AFFIDAVIT

The undersigned individual acknowledges that he/she will have no proprietary interest, directly or indirectly, in the operation or profit derived from the activities of his or her spouse as a corporate stockholder, corporate debtholder, corporate officer, corporate director, partner, manager, or limited liability company member of the business named in this affidavit and applying for or holding the charitable gaming license(s) identified in Section II of this form. The undersigned further states that he/she will not actively assist or advise in the conduct of the activities of his/her spouse in his/her capacity as a corporate stockholder, corporate debtholder, corporate officer, corporate director, partner, manager, or limited liability company member of the business named in this affidavit.

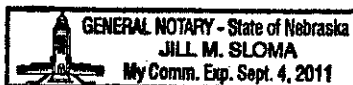
Under penalties of law, I declare that I have examined this affidavit, and to the best of my knowledge and belief, it is correct.

Dated this 2nd day of August, 2010

Mary Shannon Ganow
Spouse's Signature

Subscribed in my presence and sworn to before me this 2nd day of August, 2010

Seal



Jill M. Sloma
Notary Public



Affidavit by Spouse for Waiver of Fingerprinting and/or Personal History Record for Charitable Gaming License Application

Date 6-12-11

SECTION I — Applicant's Information

Last Name <u>Ganow</u>	First Name <u>Nicholas</u>	Middle Name <u>Ryan</u>	Social Security Number <u>507 11 5809</u>
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SECTION II — Charitable Gaming License Information

Business Name <u>Jaspeis LLC dba Jaspers</u>	Nebraska I.D. or Social Security Number <u>10752285</u>
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Type of Application:

- ☐ Bingo/Pickle Card Distributor
☐ Bingo/Pickle Card Manufacturer

- ☒ County/City Lottery Operator or Sales Outlet Location
☐ County/City Lottery Manufacturer-Distributor

SECTION III — Spouse's Information

Last Name <u>Ganow</u>	First Name <u>Catherine</u>	Middle Name <u>Margaret</u>	Social Security Number <u>223 35 1232</u>
Alias(es), Nickname(s), Maiden Name, Other Name Changes, Legal or Otherwise <u>Catherine M Clendeniel</u>			Date of Birth <u>05/03/82</u>
Present Residence Address, Street or RFD <u>5621 River Point Ln #24</u>		City, Post Office <u>Lincoln</u>	State <u>NE</u>
		Zip Code <u>68516</u>	

AFFIDAVIT

The undersigned individual acknowledges that he/she will have no proprietary interest, directly or indirectly, in the operation or profit derived from the activities of his or her spouse as a corporate stockholder, corporate debtholder, corporate officer, corporate director, partner, manager, or limited liability company member of the business named in this affidavit and applying for or holding the charitable gaming license(s) identified in Section II of this form. The undersigned further states that he/she will not actively assist or advise in the conduct of the activities of his/her spouse in his/her capacity as a corporate stockholder, corporate debtholder, corporate officer, corporate director, partner, manager, or limited liability company member of the business named in this affidavit.

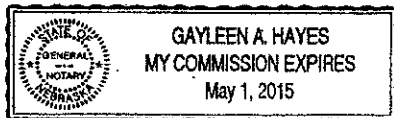
Under penalties of law, I declare that I have examined this affidavit, and to the best of my knowledge and belief, it is correct.

Dated this 13th day of June, 2011

C. Ganow
Spouse's Signature

Subscribed in my presence and sworn to before me this 13th day of June, 2011

Seal



Gayleen A. Hayes
Notary Public



Affidavit by Spouse for Waiver of Fingerprinting and/or Personal History Record for Charitable Gaming License Application

Date 8-12-11

SECTION I — Applicant's Information

Last Name Ganow First Name Theresa Middle Name Marie Social Security Number 506 62 7073

SECTION II — Charitable Gaming License Information

Business Name Jaspers Nebraska I.D. or Social Security Number 10752285

Type of Application:

☐ Bingo/Pickle Card Distributor

☐ County/City Lottery Operator or Sales Outlet Location

☐ Bingo/Pickle Card Manufacturer

☐ County/City Lottery Manufacturer-Distributor

SECTION III — Spouse's Information

Last Name Ganow First Name David Middle Name Clinton Social Security Number 508 86 4549
 Alias(es), Nickname(s), Maiden Name, Other Name Changes, Legal or Otherwise _____ Date of Birth _____

Present Residence Address, Street or RFD 1105 Outer Drive City, Post Office State College State PA Zip Code 16801

AFFIDAVIT

The undersigned individual acknowledges that he/she will have no proprietary interest, directly or indirectly, in the operation or profit derived from the activities of his or her spouse as a corporate stockholder, corporate debtholder, corporate officer, corporate director, partner, manager, or limited liability company member of the business named in this affidavit and applying for or holding the charitable gaming license(s) identified in Section II of this form. The undersigned further states that he/she will not actively assist or advise in the conduct of the activities of his/her spouse in his/her capacity as a corporate stockholder, corporate debtholder, corporate officer, corporate director, partner, manager, or limited liability company member of the business named in this affidavit.

Under penalties of law, I declare that I have examined this affidavit, and to the best of my knowledge and belief, it is correct.

Dated this 12th day of August, 2011.

Theresa Ganow
Spouse's Signature

Subscribed in my presence and sworn to before me this 12 day of August, 2011.

Seal



Martha E. Battles
Notary Public

COMMERCIAL LEASE

THIS LEASE AGREEMENT is entered into this 4th day of June, 2010 by and between Skoda Development, LLC and Stevens Creek Place, LLC, hereinafter referred to as Landlord, and Ron's Pub, Inc. and Jasper's LLC d/b/a Jasper's Bar and Grill, hereinafter referred to as Tenant.

WHEREAS, Landlord and Ron's Pub, Inc. have previously entered into a Lease Agreement dated June 15, 2009 ("Original Lease"), followed by an addendum to the Original Lease dated August 2009 for premises described below in I. as the "Premises" described as 13940 O Street, Suite 7, 8 & 9, Lincoln, Lancaster County Nebraska and

WHEREAS, Landlord and Ron's Pub, Inc. have terminated the Original Lease dated June 15, 2009 as well as any and all subsequent amendments per the Commercial Lease Termination Agreement dated June 4th, 2010.

WHEREAS, The Landlord and Tenant now wish to enter into the following New Commercial Lease Agreement, hereunder referred to as the "Lease."

I

DEMISED PREMISES

The premises leased hereunder consists of real estate and a building located upon the real estate described as: Unit B, Suite 7, 8 & 9, Steven Creek Place Condominium Regime, Lancaster County, Nebraska, also described 13940 O Street, Suite 7, 8 & 9, Lincoln, Lancaster County Nebraska (hereunder referred to as the "Premises"), further outlined in the attached Exhibit A.

II.

PURPOSE

WHEREAS, Landlord is in rightful possession of the above-described property and Tenant is desirous of leasing such property, and both Landlord and Tenant are desirous of entering into a written lease for said property.

NOW THEREFORE:

III.

AGREEMENTS, COVENANTS AND STIPULATIONS

Landlord and Tenant hereby mutually covenant, agree and stipulate as follows:

1. Term: The term of this lease shall commence on the 4th day of June, 2010 and shall terminate on May 31, 2012, unless sooner terminated or extended as hereinafter provided. After June 1, 2012, Tenant may terminate this lease upon 60 days written notice to Landlord effective upon the first day of the next month following the notice.

2. Time of Possession: The Tenant shall take possession on June 4, 2010.

3. Payment of Rent: That Tenant agrees to pay rent commence on or before the 30th day following Tenant's commencement of regular business operation of the restaurant and bar combined in total - following the completion of outlined Tenant Improvements in Exhibit C (Effective Date); whichever comes first. Tenant reserves the right to operate the Oasis Room and Ron's Pub during construction until Effective Date. That rent for the first six months from the Effective Date shall be as follows:

- From the Effective Date or August 1, 2010 (whichever comes first) through the next six months: \$3,350 monthly including CAM charges (to include prorata rent for any partial month after the Effective Date until the next full month, but Tenant shall receive a full six month's rent under these terms).

- Months 06 – 24: \$4,500.00 monthly including CAM charges

4. Option for Renewal for an Additional Terms: The Landlord and Tenant may extend this lease for an additional term of 5 years upon the same terms and conditions, including the incremental 2.5% annual increase in rent for each additional year, provided that Tenant is not in default upon any of the terms and conditions of this lease and further provided that Tenant shall give notice to Landlord of its intention to exercise this option no later than March 31, 2012. At this time Tenant also agrees to discuss purchasing any of the bar equipment currently being rented from Landlord. Price to be negotiated at the time of renewal. Therefore, if executed, years 3-7 rent will be as follows;

- Months 25 – 36: \$4,585.00 monthly including CAM charges (2.5% annual escalation in rent)
- Months 37 – 48: \$4,672.12 monthly including CAM charges (2.5% annual escalation in rent)
- Months 49 – 60: \$4,761.43 monthly including CAM charges (2.5% annual escalation in rent)
- Months 61 – 72: \$4,852.96 monthly including CAM charges (2.5% annual escalation in rent)
- Months 73 – 84: \$4,946.78 monthly including CAM charges (2.5% annual escalation in rent)

If exercised, Landlord and Tenant shall continue to reserve this right of continued renewal on the subsequent 5th anniversary of each implemented additional term under these same terms and conditions.

5. Taxes: Tenant shall pay all personal property taxes or any such other taxes and assessments related in any way to any personal property, fixtures, or inventory of Tenant located upon the demised premises. Landlord shall pay all Real Estate Taxes associated with the Premises.

6. Utilities: Unless otherwise specified herein, the Tenant shall pay and hold Landlord harmless from any from all charges for gas and electric utility services furnished to the demised premises.

7. Common Area Maintenance Charges: Common area maintenance charges for taxes, insurance and exterior maintenance of the demised premises and for snow removal and garbage service are the only services included in the rent.

8. Use and Occupancy: The portion of the premises herein leased to Tenant by Landlord will be used by Tenant solely for the purpose of a restaurant, bar and meeting hall. Tenant will permit no activity upon said leased premises in violation of Municipal, County, State or Federal law, nor will Tenant store, hold, or sell goods or services upon said premises in violation of any such law.

9. Signs: Tenant shall not erect any sign relating to Tenant's business activity unless Tenant shall have first secured the prior written consent of Landlord, and unless such sign shall bear the emblem or logo of Landlord. It is mutually understood by Tenant and Landlord that a name change to the Premises and thus a signage change to both the building and marquee signage will occur within the term of this agreement.

10. Repairs and Maintenance: Landlord agrees to keep the structure of demised premises in good repair in accordance with the general provisions of the Declaration of Condominium Regime, attached as Exhibit B, and Tenant agrees that it shall be responsible for all of the interior maintenance of improvement to the demised premises, and any other expense not provided in the

Condominium Regime other than HVAC replacement which is to be considered part of the structure and Landlord's responsibility. Landlord agrees to HVAC replacement, if necessary, unless the replacement is due to Tenant neglect or misconduct - normal use and reasonable wear and tear expected. Tenant will not commit or suffer to be committed upon said premises any waste, injury or damage, and that Tenant does indemnify and hold Landlord harmless from any liability regarding the same.

11. Tenants Improvements and Costs Thereof: Tenant may perform the following improvements to the Premises upon the following terms and conditions, outlined in Exhibit C:

- a. Rehab of the kitchen/prep area in the former LaPaloma space to expand the kitchen including removal of floor coverings, construction and demolition of walls, installation of new doors, countertops, lights, wall coverings, floor coverings, ceiling tiles all where applicable.
- b. Resolve fire code issue regarding the demising wall between the former LaPaloma space and the former Ron's Pub space in order to avoid the costs associated with the installation of a fire sprinkler system.
- c. Construct additional restrooms to be installed at tenant's leisure.
- d. Any other changes that are outlined in contractor's work exhibit attached hereto as Exhibit C.
- e. Any such improvements shall be paid solely by Tenant, and Tenant shall in no manner allow title to the premises to be encumbered by any lien, mortgage, deed of trust or other encumbrance. Any such encumbrance, created by or on behalf of Tenant shall constitute a material breach of this Agreement, resulting in

termination hereof at Landlord's option. Any such improvements as are attached to the premises shall be considered fixtures and shall become the sole and separate property of Landlord upon the termination of this Agreement, unless purchased and installed by Tenant prior to Effective Date or purchased from Landlord during the term of this agreement.

- f. It is mutually understood that all improvements, construction and subsequent approval by all appropriate parties within the Municipal, County, and State are essential to the operation of the restaurant, bar and meeting hall. If any of the improvements cannot be completed to the Tenant's desire this Lease agreement shall become null and void.

12. Tenant's Additional Responsibilities and Agreements:

- a. The purchase of Ron's Pub, Inc to Jasper's LLC or any of its affiliate members.
- b. The acquisition of a permanent Liquor License either through the purchase of Ron's Pub, Inc. or through a new application for Jasper's LLC for the Premises. Further outlined as; Jasper's LLC or its affiliates, shall obtain such legal authority as may be required to permit it to conduct business on the Premises under Ron's Pub Inc.'s Liquor License or by securing a new permanent Liquor License for Jasper's LLC to grant their authority to conduct business within the Premises. The failure of Jasper's LLC or its affiliates to obtain a permanent liquor license shall render this agreement null and void and of no force and effect.

13. Landlord's Additional Responsibilities and Agreements:

- a. Landlord agrees that all equipment within the Premises is to be included in the rental of the property.
- b. Execution of the Commercial Lease Termination Agreement dated June 4th, 2010 between Ron's Pub, Inc and Landlord.
- c. Landlord shall furnish a ground water survey that states the clean condition of the water service to the Premises from the adjacent well(s) on the Landlord's property that is to be satisfactory to the Tenant.
- d. Execution and attachment of the Non-Disturbance, Subordination and Attornment Agreement as Exhibit D.

14. Conditions Precedent: It is mutually understood between the Tenant and Landlord that the Additional Responsibilities of both the Tenant and Landlord outlined in the previous Sections 12. and 13. are to be held in the highest regard. If any of these responsibilities are not met within the aforementioned Sections then this agreement shall be rendered null and void.

15. Tenant to Indemnify Landlord: Tenant agrees to hold Landlord free and harmless from any liens, judgments or encumbrances created or suffered by Tenant from any and all liabilities, penalties and losses, damages, costs and expenses, causes of action, claims or judgments arising out of injury during said term to persons or property of any nature occasioned by any act or acts, omission or commissions of Tenant or Tenant's employees, agents, servants, subtenants, or contractors and growing out of the occupation of the leased premises, and also against all legal costs and charges, including attorney fees, reasonably incurred in and about such matters, and the defense of any action arising out of the same or discharging said premises or any part thereof from any and all liens that may be placed thereon for charges incurred by Tenant.

16. Insurance: Landlord shall keep in force a policy of insurance on the structure of the building of which the leased premises is a part. Tenant, at its option, shall maintain insurance on the contents, fixtures and personal property, goods and equipment maintained or kept by Tenant within said leased premises.

17. Right to Inspect: Landlord or its authorized agent shall have the right to enter upon said premises during all reasonable business hours during the term of this lease to view the same, and to see if the terms and conditions of this lease of which these premises are a part, are faithfully kept.

18. Default:

- A. (1) If the Tenant shall fail to make any payment of any rent within ten days after same shall become due and payable under this lease; or
- (2) If the Tenant shall default in the performance of any of the other terms, covenants or conditions of this lease, and such default shall not have been remedied within ten days after written notice by Landlord to Tenant specifying such default and requiring it to be remedied; or
- (3) If the leased premises shall be abandoned by Tenant or shall become vacant for more than thirty days during the terms; or
- (4) If an execution or attachment should be issued against the Tenant and its property, and such execution or attachment shall not be vacated or removed by court order, bonding, or otherwise within a period of thirty days after the issuance thereof; then
- (5) If Tenant is in default as outlined within this Lease; the Landlord at its election, may terminate this lease upon ten days written notice to Tenant to such effect, and unless Tenant shall have cured the default complained of within said ten day period, this lease shall be deemed terminated upon the expiration of said ten day period, and Tenant shall quit and surrender the leased premises on the date of such termination, but the Tenant shall remain liable as hereinafter provided.
- B. If this lease shall be terminated as provided hereinabove, or if Tenant shall be in default in the payment of any rent, or any other charges required to be paid by Tenant under this lease, for a period of ten days after written notice to Tenant of its default:
- (1) The Landlord may immediately or at any time thereafter, re-enter and resume possession of the leased premises and remove all persons and property therefrom

either by summary disproceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefor. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this lease.

(2) The Landlord may re-let the whole or any part of the leased premises for a period equal to, or greater or less than the remainder of the term of this lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any Tenant or Tenants which it may deem suitable and satisfactory and for any use and purpose which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to re-let the leased premises, or in the event of such re-letting, for failure to collect the rent thereunder. Any sums received by the Landlord on a re-letting in excess of the rent reserved in this lease shall belong to Landlord and shall remove Tenant from their previous rental responsibility.

- C. All sums which the Tenant shall agree to pay by way of water or sewer rents, or water meter charges, maintenance and all other charges required to be paid by Tenant hereunder, becoming due from time to time under the terms of this lease, shall be deemed additional rent received in this lease.
- D. If this lease shall be terminated as provided in this paragraph or by summary proceedings or otherwise, the Landlord, in addition to any other right under this paragraph, shall be entitled to recover the cost of placing the leased premises in the same condition as that in which the Tenant is required to surrender them to the Landlord under this lease if those costs are in excess to the costs incurred by Tenant in attached Exhibit C – Tenant's Improvements.
- E. In the event this lease is terminated by Landlord pursuant to any of the terms of this paragraph, it shall be entitled to retain and set off against its damages any monies being held as deposits hereunder.
- F. Tenant hereby expressly waives the service of any notice of intention to re-enter provided in any statute or of the institution of legal proceedings to that end and Tenant for and on behalf of itself and all persons claiming through or under Tenant, including any assignee or creditor of the Tenant, also waives any and all right of redemption or re-entry or repossession or to restore the operation of this lease in case Tenant shall be dispossessed by summary proceedings or otherwise or in case of a re-entry or repossession by Landlord or in case of any expiration or termination of this lease in accordance with its terms. The terms "enter", "entry", "re-entry" and "re-enter" as used in this lease are not restricted to their technical legal meaning.

19. Landlord's Remedies:

- A. If the demised premises shall be vacated or abandoned or in the event of a cancellation or termination hereof either by operation of law or by the issuance of a dispossession warrant or by the service of a notice of termination as above provided or

otherwise, for any cause or causes whatsoever, the Tenant shall, nevertheless, remain and continue liable to the Landlord in a sum equal to all of the fixed monthly rent, the supplemental rent, and common area maintenance charges for the balance of the term herein originally granted; and the Landlord may re-enter the demised premises, using such force for that purpose as may be necessary without being liable to any prosecution for said re-entry or the use of such force, and the Landlord may repair or alter the demised premises in such manner as the Landlord may deem necessary to advisable, and re-let the demised premises or any or all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer period in the Landlord's name, or as the agent of the Tenant, and, out of any rent so collected or received, the Landlord shall first pay to itself the expense and cost of retaking, repossessing, repair and/or altering the demised premises and the expense of removing all persons and property therefrom, and, second, pay to itself any cost or expense sustained in securing any new Tenant or Tenants, and third, pay to itself any balance remaining on account of the liability of the Tenant to the Landlord for the sum equal to the rents reserved herein and then unpaid by the Tenant for the remainder of the term originally herein demised. Any entry or re-entry by the Landlord, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge the Tenant from liability hereunder.

- B. Should any rent so collected by the Landlord after the payments aforesaid be insufficient to pay to the Landlord a sum equal to all fixed and additional rent herein reserved, the balance or deficiency shall be paid by the Tenant on the rent days hereinbefore specified, that is, upon each of such rent days the Tenant shall pay to the Landlord the amount of the deficiency then existing, and the Tenant shall be and remain liable for any such deficiency, and the right of the Landlord to recover from the Tenant the amount thereof, or a sum equal to the amount of all rent and additional rent herein reserved, if there shall be no reletting, shall survive the issuance of any dispossession warrant or other termination hereof, and the Tenant hereby expressly waives any defense that might be predicted upon the issuance of such dispossession warrant or other termination or cancellation of the term hereof.
- C. Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or additional rent payable hereunder, may be brought by the Landlord, from time to time at the Landlord's election, and nothing herein contained shall be deemed to require the Landlord to await the date whereon this lease or the term hereof would have expired by limitation had there been no such default by the Tenant or no such termination or cancellation.
- D. The Tenant hereby expressly waives service of any notice of intention to re-enter. The Tenant hereby waives any and all right to recover or regain possession of the demised premises or to reinstate or to redeem this lease as permitted or provided by or under any statute, law or decision now or hereafter in force and effect.

- E. In the event of a breach or a threatened breach by the Tenant of any of the terms, covenants or conditions hereof, the Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for.
- F. The rights and remedies given to the Landlord in this lease are distinct, separate and cumulative remedies and no one of them, whether or not exercised by the Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.
- G. The receipt of rent by the Landlord, with knowledge of any breach of this lease by the Tenant or of any default on the part of the Tenant or of any default on the part of the tenant in the observance or performance of any of the terms, covenants or conditions of this lease, shall not be deemed to be a waiver of any provision of this lease.
- H. No receipt of monies by the Landlord from the Tenant after the termination or cancellation hereof in any lawful manner shall reinstate, continue or extend the term hereof, or affect any notice or extend the term hereof, or affect any notice theretofore given to the Tenant, or operate as a waiver of the right of the Landlord to enforce the payment of fixed or additional rent or other charges then due or thereafter falling due, or operate as a waiver of the right of the Landlord to recover possession of the demised premises by proper suit, action, proceedings or remedy; it being agreed that, after the service of notice to terminate or cancel this lease, and the expiration of the time therein specified, if the default has not been cured in the meantime, or after the commencement of suit, action or summary proceedings or of any other remedy, or after a final order, warranty or judgment for the possession of the demised premises, the Landlord may demand, receive and collect any monies then due, or thereafter becoming due, without in any manner affecting such notice, proceeding, suit, action, order, warrant or judgment and any and all such monies so collected shall be deemed to be payments on account for the use and occupation of the demised premises, or at the election of the Landlord, on account of the Tenant's liability hereunder. Acceptance of the keys to the premises, or any similar act by the Landlord or any agent or employee during the term hereof, shall not be deemed to be an acceptance of a surrender of the demised premises unless the Landlord shall consent thereto in writing.

20. Waiver of Default: Any waiver, express or implied, by Landlord of Tenant of any breach of this lease or any terms, conditions or promises herein contained shall not be or be construed to be a waiver of any subsequent breach of the same or any other term, condition or promise herein, and payment by Tenant and acceptance by Landlord hereunder shall not be or be construed to be a

waiver of any breach of the terms, conditions or promises herein except as to the particular installment of rent so paid and accepted.

21. Holding Over: Tenant, upon expiration of said term, or upon a sooner termination of this lease, will promptly and peacefully quit and surrender said leased premises in as good condition as they now are or may be put by reason of the improvements and alterations made by Tenant, reasonable use of wear thereof and damage by fire, acts of God, the elements, or the public enemies excepted. If Tenant shall hold over the said term with the consent, express or implied, of Landlord, such holding shall be construed to be a tenancy only from month to month, but otherwise in accordance with the terms and conditions hereof, except any privilege or renewal or extension, and said Tenant will pay the rent as above specified for such further time as it may hold the same.

22. Assignment. Sub-Letting: Tenant shall not assign or transfer this lease or any interest therein nor sub-let said leased premises or any part thereof without the written consent of Landlord, but such consent shall not be unreasonably withheld; nor shall this lease be assignable, transferable by operation of law, or by any process or proceeding of any court, or otherwise, without the written consent of Landlord first being obtained.

23. Enjoyment: Landlord covenants that Landlord has full authority to execute this lease and that upon Tenant's faithful performance of the terms, covenants and conditions hereof, including prompt payment of rent reserved, Tenant shall and may quietly and peacefully have, hold and enjoy the leased premises during the term hereof.

24. Court Costs, Liens, etc: If any action is commenced for the breach of any covenant or conditions of this lease or for any rent or for the possession of said premises, or if Landlord necessarily intervenes in or becomes a party to any action arising out of this lease in order to protect

its rights, then Tenant shall indemnify Landlord for all expenses and obligations occasioned thereby and shall pay reasonable attorney fees in such action or actions, provided Landlord prevails and Tenants in that event do hereby agree to grant to Landlord a lien on the stock and goods and personal property of Tenant as security for payment of any rent or damages to Landlord.

25. Other Conditions: Following the execution of the lease, Landlord and Tenant both agree that the lease is contingent upon a walk-through of the Premises to verify that everything is in working order, not damaged and acceptable to Tenant both prior to occupancy date and prior to the Effective Date. Thereafter, Tenant agrees to accept the property as constructed and as in existence at time of the initial occupancy of the leased premises. Tenant will leave the premises in the same condition, reasonable wear and tear excepted.

26. Notices, Payments: All notices required herein to be given by Landlord to Tenants will be given to Tenants at the leased premises. All notices and payments to be made or given by Tenants to Landlord will be made to and given to Landlord in writing at the same place that the Tenant pays rent to the Landlord.

27. Obnoxious Use: The Tenant agrees to conduct its business in such manner as not to unreasonably interfere with the conduct of the Landlord's business or that of any of Landlord's other Tenants, and shall not allow any obnoxious odors or vapors to be emitted from the demised premises.

28. Amendments to Lease: This lease may be modified, amended or surrendered only by an instrument in writing duly executed by the Landlord and the Tenant.

29. Applicable Law: This lease has been executed and delivered in the sate of Nebraska and shall be construed in accordance with the laws of the State of Nebraska.

30. Heirs and Assigns: The words "Landlord" and "Tenant" as herein used shall be construed to be plural if more than one person involved and shall include, apply to, and bind and benefit the heirs, executors, administrators, successors and assigns of the Landlord and Tenant.

31. Subordination to Existing Mortgages: This lease shall be subject and subordinate to the lien of any present or future first mortgage upon the demised premises or any property of which the demised premises are a part irrespective of the time of execution or time of the recording of any such mortgage.

32. Marginal Notes: The marginal notes as to contents of particular paragraphs herein are inserted only for convenience, and are in no way to be construed as a part of this lease or as a limitation on the scope of the particular paragraphs to which they refer.

33. Security Deposit: Landlord hereby acknowledges receipt of N/A to be held as a security and cleaning deposit to insure the premises are returned to the Landlord in as good and clean a condition as the same were received, ordinary wear and tear excepted. Security and cleaning deposit to be refunded to Tenant after inspection by Landlord, less the fair and reasonable cost of any damage to or uncleanliness of the premises not excepted above, and less then unpaid rents. The deposit shall not be forfeited in the event that Tenant does not receive a liquor license from the State of Nebraska by the time for possession.

34. Subordination: This agreement shall be subject to all prior recorded liens of record and to the rights of the tenants presently in possession of portions of the subject premises.

35. Time: The parties agree that time shall be of the essence of this COMMERCIAL LEASE.

36. Binding Effect: The parties bind their respective successors to the faithful performance of the terms hereof.

37. Exclusivity and Non Compete -- Landlord agrees to grant exclusivity to Tenant within the Steven Creek Place Condominium Regime for the uses of a bar, restaurant or meeting hall. Within the term of this Lease, Landlord shall not lease space to any other potential Tenants for the uses. Additionally, Landlord shall not lease space to a nightclub,

38. Brokers: Both parties acknowledge that Fred Schoneweis with Grubb and Ellis Pacific Realty is the agent for Landlord and that Chris Vasek of NAI FMA Realty is the agent for the Tenant. A 6% commission rate on gross rent shall be paid by Seller and is due within 30 days of the Effective Date. If Tenant exercises any of the 5 year renewal options of this agreement, a 6% commission shall be due to Fred Schoneweis and Chris Vasek within 30 days of the exercised renewal date.

39. Non- Disturbance, Subordination and Attornment Agreement: This lease shall adhere to the attached Exhibit D - Non-Disturbance, Subordination and Attornment Agreement, between Tenant, Landlord and Wells Fargo Bank, National Association ("Lender").

Dated this Fourth day of June, 2010.

STEVENS CREEK PLACE, LLC

SKODA DEVELOPMENT, LLC
Landlord


Authorized Representative

JASPER'S LLC,
Tenant





NEBRASKA SCHEDULE II - County/City Lottery Sales Outlet Location Application

FORM
50G

- No license fee required
- Incomplete schedules will be returned
- Read instructions on reverse side

PLEASE DO NOT WRITE IN THIS SPACE

1. Nebraska I.D. Number of County, City, or Village **778591-335371** 2. County, City, or Village Name as shown on Form 50G **City of Lincoln - Lancaster County**

SALES OUTLET LOCATION INFORMATION (Attach additional sheet if necessary)

Your social security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

3. Nebraska Identification Number **001-010752285** 4. Federal I.D. or Social Security Number **27-2542365** 5. Type of Application: ☐ New ☐ Renewal ☒ Change **2 owners** ☐ Report Changes ☐ Cancel

BUSINESS NAME AND LOCATION ADDRESS		BUSINESS NAME AND MAILING ADDRESS	
Name	Jaspeis LLC	Business Name	Same
Trade Name of Business (if Different Than Above)	Jaspeis	Street or Other Mailing Address	
Street Address	13940 'O' St. Suite 7-8-9	City	State Zip Code
City	Lincoln NE 68520 Lancaster	Nebraska Liquor License Number	

6. Type of Ownership ☐ Sole Proprietorship ☐ Domestic Corporation ☒ Limited Liability Company ☐ Nonprofit Corporation or Organization ☐ Partnership ☐ Foreign Corporation ☐ Domesticated Corporation ☐ Other **7. Location Type** ☒ Keno Satellite ☐ Keno Independent Game

8. List the social security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
a. If a sole proprietorship, list the individual owner.
b. If a partnership, list each partner and spouse.
c. If a corporation, list each officer and spouse and each person or entity holding ten percent or more of the debt or equity of the applicant corporation. If any entity holding ten percent or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person or entity holding ten percent or more of the debt or equity of any such partnership, limited liability company or corporation.
d. If a limited liability company, list each member and spouse.
e. If a nonprofit organization or nonprofit corporation, list each officer and the person designated as manager.
(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
503-11-5363	Matthew Ganow 820 E. 4th St. Cir. Hickman NE 68372	8-9-69	Pres 33.3%
507-11-5809	Nicholas Ganow 5621 Briar Rose Ln #24 Lincoln NE 68516	12-11-83	Member 33.3%
508-86-4649	Dave Ganow 1105 Outer Dr State College, PA 16801	9-21-59	Member 33.3%

9. Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

☐ YES ☒ NO

If Yes, in the case of an individual, identify the social security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer identification number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a. Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a government agency at any level? This includes shoplifting or issuing bad checks. ☐ YES ☒ NO
If Yes, see instructions.

10b. Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within ten years preceding the date of this application? ☐ YES ☒ NO
If Yes, see instructions.

11. Has each of the individuals listed in line 8 above filed fingerprint cards and proper fees for criminal background investigation with the Nebraska State Patrol, or when applicable, attached a signed affidavit for each spouse waiver? ☒ YES ☐ NO
(See instructions)

12. Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act? ☐ YES ☒ NO
If Yes, attach a detailed explanation of such interests.

13. Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application? ☐ YES ☒ NO
If Yes, attach a detailed explanation of such interests.

14. Do any of the individuals listed in line 8 above currently hold or have any of the individuals previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? ☒ YES ☐ NO If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired). **Keno lic - Jaspeis**

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign
here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Title

Date

Daytime Telephone Number

Name of Person to Contact Regarding This Application:

Name **Matthew Ganow**

Title **owner**

Daytime Telephone Number **(402) 483 5204**

AUTHORIZATION - Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign
here

Authorized Signature

Title

Date

Daytime Telephone Number

Mail the original application to: NEBRASKA DEPARTMENT OF REVENUE, CHARITABLE GAMING DIVISION, P.O. BOX 94855, LINCOLN, NE 68509-4855
Please make a copy for your records.

9-132-1993 Rev. 6-2005 Supersedes 9-132-1993 Rev. 1-2002

RECORD OWNERS OF ESTABLISHMENT

Social Security Number	Name, Address, City, State, Zip Code	Date of Birth	Type of ownership and percentage
335-70-0878	Mary Ganow 820 E 4th St. Cir. Hickman, NE 68372	9/29/1969	Spouse 0.0%
223-35-1252	Catherine Ganow 5621 Briar Rosa Ln #24 Lincoln, NE 68516	5/3/1982	Spouse 0.0%
506-62-7073	Theresa Ganow 1105 Outer Dr State College, PA 16801	6/16/1960	Spouse 0.0%

Jasper's LLC
dba Jasper's
13940 "O" St Suite 7-8-9
Lincoln, NE 68520